

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

DANIEL MEDINA and NIKITA GROSS,

Plaintiffs,

v.

PUBLIC STORAGE, INC., a Maryland Real
Estate Investment Trust, WILLIS INSURANCE
SERVICES OF CALIFORNIA, INC., a
California Corporation, and PS ILLINOIS
TRUST,

Defendants.

Civil Action No. 1:12-cv-00170

Honorable Charles R. Norgle, Sr.

RULE 68 OFFER OF JUDGMENT

In accordance with Rule 68 of the Federal Rules of Civil Procedure, Defendants Public Storage (erroneously sued as Public Storage, Inc.) and PS Illinois Trust (collectively “Public Storage”) hereby offer to allow judgment to be taken in favor of Plaintiffs Daniel Medina and Nikita Gross (collectively “Plaintiffs”) and an award to be entered in accordance with the terms and conditions set forth below:

I. PAYMENT FOR LOSS BY BURGLARY

Within fourteen (14) days of acceptance of this agreement, Public Storage will, up to a maximum of \$5,000.00, pay the losses Plaintiffs realized as a result of the robbery alleged in the Complaint filed in the Circuit Court of Cook County, Illinois under the caption *Medina, et al. v. Public Storage, Inc., et al.*, Case No. 2011-L-11664, removed to the United States District Court for the Northern District of Illinois, Case No. 12-cv-170.

II. ATTORNEYS’ FEES AND COSTS

Within fourteen (14) days of Plaintiffs’ acceptance of this offer, Public Storage shall pay to Plaintiffs’ counsel the actual amount of attorneys’ fees and costs incurred by Plaintiffs’ counsel in this action, up to a maximum sum of \$5,000.00. Said payment shall constitute

payment in full for all costs, attorneys' fees, and any other expensed incurred by Plaintiffs and their counsel.

III. RELEASE

Within five (5) days after receipt of the payments referenced above, Plaintiffs will dismiss the current action entitled, *Medina, et al. v. Public Storage, Inc., et al.*, Case No. 2011-L-11664, removed to the United States District Court for the Northern District of Illinois, Case No. 12-cv-170, subject to the terms and conditions set forth above. The Court will retain continuing jurisdiction over the enforcement and interpretation of this agreement.

IV. METHOD OF ACCEPTANCE

Plaintiffs may accept this offer via written notice.

V. EXPIRATION

In accordance with Rule 68 of the Federal Rules of Civil Procedure, this offer will be deemed withdrawn if not accepted within ten (10) days.

VI. LIMITATIONS UPON USE

Evidence of this offer, if not accepted, shall only be admissible pursuant to the conditions of Fed R. Civ. P. 68(b) in a proceeding to determine costs or in briefing submitted to the Court.

Dated: January 24, 2012

s/ Dean A. Dickie

Dean A. Dickie

Ryan C. Williams

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

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Chicago, IL 60606

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*Counsel for Defendants Public Storage and
PS Illinois Trust*

CERTIFICATE OF SERVICE

I hereby certify that on January 24, 2012, the foregoing Rule 68 Offer of Judgment was filed and served on all counsel of record via the Court's CM/ECF system.

On January 24, 2012, the foregoing Rule 68 Offer of Judgment was served by U.S. Mail, postage prepaid, on the following:

Henri Harmon, Esq.
Ethan Dunn, Esq.
MAXWELL DUNN, PLC
26339 Woodward Avenue
Huntington Woods, MI 48070

s/ Dean A. Dickie

Dean A. Dickie